



DISTRICT COURT OF MARYLAND FOR Prince George's County

LOCATED AT (COURT ADDRESS)

Prince George's County

CASE NO.

CV

PARTIES

Plaintiff

Joe JOHNSON
Post Office Box 441572
Fort Washington, MD 20749

COMPLAINT/APPLICATION AND AFFIDAVIT
IN SUPPORT OF JUDGMENT
☒ \$5,000 or under ☐ over \$5,000 ☐ over \$10,000

Clerk: Please docket this case in an action of ☐ contract ☒ tort
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

See Attached Complaint adopted and incorporated herein.

VS.

Defendant(s):

1. Central Credit Services, LLC
The Corporation Trust, Inc.
351 West Camden Street
Baltimore, MD 21201-7912

Serve by:

☐ Certified
Mail
☒ Private
Process
☐ Constable
☐ Sheriff

2.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

3.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

4.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

(See Continuation Sheet)

The Plaintiff claims \$2,500.00, plus interest of \$ Legal Rate
Interest at the ☐ legal rate ☐ contractual rate calculated at
%, from _____ to _____ (____ days x \$
per day) and attorney's fees of \$ _____ plus court costs.

- ☐ Return of the property and damages of \$ _____
for its detention in an action of replevin.
☐ Return of the property, or its value, plus damages of
\$ _____ for its detention in action of detinue.
☐ Other: _____
and demands judgment for relief.

RECEIVED
MAY 16 2017

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Joe JOHNSON
Post Office Box 441572
Fort Washington, MD 20749

Signature of Plaintiff/Attorney/Attorney Code

Printed Name: Joe Johnson

Address: Post Office Box 441572, Fort Washington, MD 20749

Telephone Number: 240-605-9921

Fax: _____

E-mail: _____

MILITARY SERVICE AFFIDAVIT

- ☐ Defendant(s) _____ is/are in the military service.
☒ No Defendant is in the military service. The facts supporting this statement are: the Defendant is a private owned corporation and is not
subject to military service.

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

- ☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to
the best of my knowledge, information, and belief.

May 12, 2017

Date

Joe Johnson

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the
claim against the Defendant, including the amount of any interest claimed.

- ☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☐ Other written document ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to
the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the
Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am
competent to testify to these matters.

May 12, 2017

Date

Joe Johnson

Signature of Affiant

DC-CV-001 (front) (Rev. 01/2016)

Reset

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the Plaintiff the amount claimed, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. If you do nothing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU **DISAGREE** WITH THE COURT'S RULING, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
 - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
 - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE **NOT TO APPEAL** AND **NOT TO FILE ONE OF THE ABOVE MOTIONS**, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

Defendant.

)
)
)
)
)
)
)
) Civil Action No. _____
)
)
)
)
)
)
)
)
)

COMES NOW, the Plaintiff, Joe Johnson, and for his complaint against the Defendant,
Central Credit Services LLC, Plaintiff states as follows:

1. This is an action for actual and statutory damages for violations of the Maryland and federal Fair Credit Reporting Act (hereinafter the "FCRA"), 15 U.S.C. § 1681, *et. seq.*

2. This Court has jurisdiction over the matters alleged herein as the acts and omissions given rise to this Complaint occurred in Prince George's County, Maryland.

3. Plaintiff is an individual who was at all relevant times residing in Fort Washington, Maryland.

4. On information and belief, Defendant is a limited liability company of the State of Florida, which is licensed to do business in Maryland and which has its principal place of business in Jacksonville, Florida and/or Saint Charles, Missouri.

5. At all times relevant, Defendant was a "person," as defined by 15 U.S.C. §1681a(b), and §14-1201(j) of the Md. Code Ann., Com. Law.

6. Plaintiff was a "consumer," as defined by 15 U.S.C. §1681a(c) and 14-1201(c) of the Md. Code Ann., Com. Law.

FACTUAL ALLEGATIONS

7. At no time on or prior to April 27, 2015, did Plaintiff have a credit account or loan or any other business transaction of any kind with Defendant. In addition, at no time on or prior to April 27, 2015 did the Plaintiff apply to the Defendant for the purposes of obtaining credit, insurance or employment. At no time did the Plaintiff ever give his consent, verbally or in writing for the Defendant to access his credit file(s), history or personal and/or financial information, or any other information contained within his credit file(s).

8. On February 15, 2017, plaintiff obtained his credit reports and discovered that on April 27, 2015, and despite being cognizant of the facts delineated above, Defendant knowingly, willfully and intentionally accessed Plaintiff's credit file(s) and information from Equifax, TransUnion and/or Experian impermissibly and through the use of false pretenses and/or trickery, without the Plaintiff's consent or knowledge, and without any legitimate business reason to do so. Further, the Defendant never informed the Plaintiff of this illegal and impermissible access.

9. By letter dated March 6, 2017, Plaintiff requested that Defendant provide the reason and permissible purpose for accessing his credit file(s), and Defendant failed to and/or could not provide Plaintiff with any reason or permissible purpose for having accessed his credit file(s).

COUNT I

**(Violation of Fair Credit Reporting Act and
Maryland Consumer Credit Reporting Agencies Act)**

10. At all times relevant, Equifax, TransUnion and Experian are each a "credit reporting agency" as defined by 15 U.S.C. §1681a (p) and Md. Code Ann., Com. Law §14-1201.

11. At all times further relevant, Plaintiff's credit file(s) and the information described above are "consumer report(s)," as defined by 15 U.S.C. §1681a(d) and §14-1201(1) and (g) of the Md. Code Ann., Com. Law.

12. The aforementioned conduct of Defendant is in violation of 15 U.S.C. § 1681b and §§14-202(a) and 14-1215 of the Md. Code Ann., Com. Law in that the Defendant obtained the Plaintiff's credit report under false pretenses and/or trickery and without a permissible purpose.

13. On multiple occasions since the time the Defendant impermissibly obtained the Plaintiff's credit file(s), plaintiff's personal information has been disseminated and misused in attempts to fraudulently obtain credit in his name.

14. As a result of the Defendant's conduct as described above, Plaintiff has suffered actual damages in the form of financial and dignitary harm arising from injury to his credit rating reputation, as well as an invasion of his privacy. Furthermore, Plaintiff will continue to suffer the same harm for an indefinite time in the future, all to Plaintiff's detriment and loss.

15. As a result of the Defendant's conduct as described above, Defendant is liable to Plaintiff for all statutory, actual and punitive damages, along with attorneys' fees and litigation costs, as well as such other relief permitted by law.

COUNT II
(Invasion of Privacy by Intrusion upon Seclusion)

16. Plaintiff repeats each and every factual allegation contained in the preceding paragraphs of this Complaint as it set forth at length herein.

17. Defendant, its representatives, employees and/or agents intentionally intruded, physically or otherwise, upon the Plaintiff's solitude and seclusion by obtaining the Plaintiff's credit report and financial information under false pretense and without a permissible purpose.

18. Defendant, its representatives, employees and/or agents intentionally caused harm to Plaintiff's emotional well-being by obtaining Plaintiff's credit report and financial information under false pretense and without a permissible purpose which would be very offensive to a reasonable person in that position. Plaintiff had a reasonable expectation of privacy in his solitude, seclusion and/or private concerns and affairs, and has been harmed as a result of the invasion of privacy by the Defendant, including, emotional distress, and loss of sleep, loss of enjoyment of life, humiliation and embarrassment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for a judgment against Defendant as follows:

- a. All actual compensatory damages suffered;
- b. Statutory damages of \$1,000.00 for each violation of the FCRA;
- c. Punitive damages;
- d. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C. §§1681n and/or 1681o;
- e. Actual and punitive damages, cost and reasonable attorney's fees for willful failure to comply with the Consumer Credit Reporting Agencies Act pursuant to §14-1213(a) of the Md. Code Ann., Com. Law;

f. Actual damages, costs and reasonable attorney's fees for negligent failure to comply with the Maryland Consumer Credit Reporting Agencies Act pursuant to §14-1213(b) of the Md. Code Ann., Com. Law; and

g. Such other and further relief as may be necessary, just and proper.

Respectfully submitted,

Dated: May 12, 2017

Joe Johnson
Joe Johnson
Post Office Box 441572
Fort Washington, MD 20749